

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DEVORAH CRUPAR-WEINMANN,
Plaintiff,
-against-
PARIS BAGUETTE AMERICA, INC.
d/b/a PARIS BAGUETTE,
Defendant.

Civil Action No.: 13-cv-7013-JSR

**RULE 26(a)(1) INITIAL
DISCLOSURES**

Pursuant to Federal Rule of Civil Procedure 26(a)(1), defendant Paris Baguette America, Inc. d/b/a Paris Baguette (“Paris Baguette”), by its attorneys, Troutman Sanders LLP, hereby provides the following initial disclosures to plaintiff Devorah Crupar-Weinmann (“Plaintiff”):

INTRODUCTORY STATEMENT

The following disclosures are made based on the information reasonably available to Paris Baguette as of the date of this disclosure. By making these disclosures, Paris Baguette does not represent that it is identifying every possible witness likely to have discoverable information that Paris Baguette may use to support its claims or defenses, nor does Paris Baguette represent that it is disclosing every possible document, data compilation, or tangible thing that Paris Baguette may use to support its claims or defenses. Rather, Paris Baguette represents that it has used its good faith efforts to identify information that is subject to the disclosure requirements of Rule 26(a)(1). Furthermore, Paris Baguette does not waive its right to object to the production of any document, data compilation, or tangible thing on the basis of any privilege, the work-product doctrine, any other applicable privilege or doctrine, relevancy, and/or undue burden.

I. **Rule 26(a)(1)(A)(i)** “[T]he name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment;”

The following individuals are likely to have discoverable information that Paris Baguette may use to support its claims or defenses:

1. Plaintiff Devorah Crupar-Weinmann

Knowledge of facts and circumstances concerning alleged credit card transaction in question.

2. Dylan Ahn

General Manager
Paris Baguette America, Inc.
c/o undersigned counsel

Knowledge of Paris Baguette’s business and operations, including payment and credit card processing procedures.

3. Ujin Shin

Vice President
Paris Baguette America, Inc.
c/o undersigned counsel

Knowledge of Paris Baguette’s business and operations, including payment and credit card processing procedures.

4. Anthony Pavese

Chief Executive Officer
Paris Baguette America, Inc.
c/o undersigned counsel

Knowledge of Paris Baguette’s business and operations, including payment and credit card processing procedures.

II. Rule 26(a)(1)(A)(ii) “[A] copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment;”

1. Paris Baguette’s credit card transactions are processed by third-party vendors.

Paris Baguette may maintain recent credit card receipts and data.

Paris Baguette reserves the right to list additional documents or tangible things revealed during discovery, and to utilize at trial any materials, whether or not they are listed above. Paris Baguette incorporates by reference the documents and tangible things disclosed by any other party to this lawsuit through disclosures, answers to interrogatories, responses to document requests, pleadings, depositions, or otherwise.

III. Rule 26(a)(1)(A)(iii) “[A] computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered; and”

Paris Baguette is not presently aware of a claim for damages against plaintiff or her counsel, other than attorney’s fees and costs incurred in defending against the present action. Paris Baguette expressly reserves the right to modify and/or supplement this disclosure.

IV. **Rule 26(a)(1)(A)(iv)** “[F]or inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.”

Paris Baguette is not aware of any insurance coverage that would be available to satisfy all or part of a possible judgment.

Dated: November 22, 2013
New York, New York

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